

(each as defined in Article 2(7) of EMIR) between the parties that is subject to the Portfolio Reconciliation Risk Mitigation Techniques;

- 2.2 the definition of “Material Terms” in Part 7 of the Dodd-Frank Protocol is construed to mean such information as is required for reconciliation under EMIR;
- 2.3 section 5 of Part 7 of the Dodd-Frank Protocol is deleted; and
- 2.4 the following sentence is added at the end of paragraph 6.2 of Part 7 of the Dodd-Frank Protocol: “Any valuation in respect of one or more transactions used for the purposes of compliance with the Portfolio Reconciliation Risk Mitigation Techniques will be without prejudice to and will not be prejudiced by any other valuation with respect to such transaction(s) made for collateral, close out, dispute or other purpose.”
- 2.5 The parties agree to notify each other of the identity of any third party/agent to be used for portfolio reconciliation procedures by such means as may be agreed in writing for this purpose by the parties.

3. EMIR DISPUTE RESOLUTION RISK MITIGATION TECHNIQUES.

From the Effective Date, and in order to facilitate compliance with the Dispute Resolution Risk Mitigation Techniques (as defined below), the Addendum will be deemed to be amended by the addition of the following text:

“DISPUTE RESOLUTION PROCEDURE.

- (a) For the purposes of this Dispute Resolution Procedure:

“**Agreed Process**” means any process agreed between the parties in respect of a Dispute other than this Dispute Resolution Procedure including, without limitation, the process in (a) Section 13 of any ISDA Master Agreement; (b) Paragraph 4 of an ISDA Credit Support Annex (Bilateral Form – Transfer); (c) Paragraph 5 of each of the ISDA Credit Support Deed (Bilateral Form – Security Interest) and the ISDA Credit Support Annex (Bilateral Form); or (d) in respect of Valuations, the process set out in Sections 7.3 and 7.4 of the Addendum, in each case as may be amended between the parties, if applicable.

“**Affiliate**” means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “**control**” of any entity or person means ownership of a majority of the voting power of the entity or person.

“**Dispute**” means any dispute between the parties (a) which, in the sole opinion of the party delivering the relevant Dispute Notice, is required to be subject to this Dispute Resolution Procedure (or other Agreed Process) pursuant to the Dispute Resolution Risk Mitigation Techniques; and (b) in respect of which a Dispute Notice has been effectively delivered.

“**Dispute Date**” means, with respect to a Dispute, the date on which a Dispute Notice is effectively delivered by one party to the other party save that if, with respect to a Dispute, both parties deliver a Dispute Notice the date on which the first in time of such notices is effectively delivered will be the Dispute Date. Each Dispute Notice will be effectively delivered if delivered in the manner agreed between the parties for the giving of notices in respect of this agreement.